



**CONSULTING AND TECHNICAL SERVICES (CATS)  
TASK ORDER REQUEST FOR PROPOSALS (TORFP)**

**DISASTER RECOVERY PLAN ASSESSMENT & UPDATE  
CATS TORFP PROJECT J02P7200006 (SBR)**

**MARYLAND DEPARTMENT OF TRANSPORTATION  
STATE HIGHWAY ADMINISTRATION**

**ISSUE DATE: NOVEMBER 29, 2006**

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## KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services (CATS) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. **All Master Contractors must complete and submit a Master Contractor Feedback form via the CATS web site regardless of whether a TO Proposal is submitted or not.** The form is accessible via, your CATS Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS RFP issued by the Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) and subsequent Master Contract Project Number 050R5800338, including any amendments.

**Although information from the Contractors must be sent to concurrent individuals as stated in this Key Information Summary sheet, all correspondence from MDOT to the Contractors shall be sent only by the MDOT Contracts Manager or designee. Also, all original proposals submitted by the Contractors shall be emailed to the MDOT Contracts Administrator and copies emailed to all other individuals listed in this Key Information Summary Sheet.**

<b>TORFP Title:</b>	Disaster Recovery Plan Assessment & Update
<b>Functional Area:</b>	FA7 – Information System Security
<b>TORFP Issue Date:</b>	11/29/2006
<b>Closing Date and Time:</b>	12/21/2006 at 12:00 noon
<b>TORFP Issuing Agency:</b>	Maryland Department of Transportation (MDOT) State Highway Administration (SHA) Office of Information Technology (OIT)
<b>Send Questions and Proposals to:</b>  <b>Questions should be submitted no later than 7 working days prior to TORFP Closing Date</b>	TO Procurement Officer – Melissa Barnes Email Address: <a href="mailto:shaoit@sha.state.md.us">shaoit@sha.state.md.us</a>  MDOT Contracts Manager – Peter Arrey Email Address: <a href="mailto:parrey@mdot.state.md.us">parrey@mdot.state.md.us</a> Telephone Number: 410.865.1372  MDOT Contracts Administrator – Carl Stein Email Address: <a href="mailto:cstein@mdot.state.md.us">cstein@mdot.state.md.us</a> Telephone Number: 410.865.1315
<b>TO Procurement Officer:</b>	Melissa Barnes Office Phone: 410.545.8650 Office FAX: 410.209.5017
<b>TO Manager:</b>	Mark Habighurst, Chief – Network Management Section, Technical Services Division Office Phone Number: 410.545.8655 Office FAX Number: 410.209.5017
<b>TO Project Number:</b>	J02P7200006
<b>TO Type:</b>	Fixed Price base plus Time & Materials for option years

<b>Period of Performance:</b>	1 year plus 3 option years, ending December 31, 2010.
<b>MBE Goal:</b>	30 percent
<b>Small Business Reserve (SBR):</b>	Yes
<b>Primary Place of Performance:</b>	Work will be performed at the Contractor's facility with the exception of meetings/tasks that require SHA staff participation. These will be held primarily at SHA's headquarters location, 707 N. Calvert St., Baltimore, Maryland.
<b>TO Pre-proposal Conference:</b>	December 11, 2006 at 9:00 AM MDOT Headquarters, Harry Hughes Conference Room 7201 Corporate Center Dr. Hanover, Md. 21076 (See Attachment 6 for directions)

## SECTION 1 - ADMINISTRATIVE INFORMATION

### 1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.7 for information on change orders.

The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS Master Contract; and, in conjunction with the selected Master Contractor, achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work.

### 1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific TO Agreement, Attachment 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

### 1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by SHA OIT's e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. **Please note that the MDOT/SHA email system has a 6 mb limit on email transmission.** The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #J02P7200006. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP #J02P7200006 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP #J02P7200006 Financial". The proposal documents that must be submitted with a signature, Attachment 2 – MBE Forms D-1 and D-2, Attachment 4 – Conflict of Interest and Disclosure Affidavit and Attachment 5 – Labor Classification Personnel Resume Summary, must be submitted as .PDF files with signatures clearly visible.

### 1.4 MINORITY BUSINESS ENTERPRISE (MBE)

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation (Attachment 2 - Forms D-1 and D-2) at the time it submits its TO Proposal. **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time it submits its TO Proposal will result in the State's rejection of the Master Contractor's TO Proposal.**

### 1.5 eMARYLANDMARKETPLACE FEE

COMAR 21.02.03.06 requires that each Master Contractor that wins a TO Agreement under this TORFP pay a fee to support the operation of eMarylandMarketplace. The fee will be due on each TO Agreement that exceeds \$25,000. The applicable fee will be based on TO value, including any options. Contractors shall pay the fee as provided by COMAR 21.02.03.06 and in accordance with guidelines issued by the Maryland Department of General Services. A copy of COMAR 21.02.03.06 and the guidelines issued by the Maryland Department of General Services can be found on the eMarylandMarketplace web site at [www.eMarylandMarketplace.com](http://www.eMarylandMarketplace.com).

The rate(s) or price(s) of the proposal/bid shall include the appropriate fee as per the COMAR 21.02.06.03 fee schedule. Fees may not be quoted as a separate add-on price. A total TO Agreement value that is other than an even dollar amount will be rounded to the nearest whole dollar to determine the appropriate fee level. For example, a total TO Agreement value of \$50,000.49 will be rounded to \$50,000 and a Level 1 fee will apply. A total TO Agreement value of \$50,000.50 will be rounded to \$50,001 and a Level 2 fee will apply.

## **1.6 CONFLICT OF INTEREST**

The TO Contractor awarded the TO Agreement shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 4 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

Master Contractors should be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

## **1.7 NON-DISCLOSURE AGREEMENT**

Certain system documentation may be available for potential Offerors to review at a reading room at the State Highway Administration's headquarters, 707 N. Calvert Street, Baltimore, Maryland. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 11.

## **1.8 LIMITATION OF LIABILITY CEILING**

Pursuant to Section 28(C) of the CATS Master Contract, the limitation of liability per claim under this TORFP shall not exceed the total TO Agreement amount established.

## SECTION 2 - SCOPE OF WORK

### 2.1 PURPOSE AND BACKGROUND

#### 2.1.1 PURPOSE

The Maryland Department of Transportation (MDOT) State Highway Administration (SHA) is issuing this CATS TORFP to obtain assistance in assessing and updating the SHA Information Technology Disaster Recovery Plan (DRP), including (optionally) subsequent annual re-assessments.

#### 2.1.2 SHA BACKGROUND

The SHA, as one entity within MDOT, is responsible for all aspects of planning roadway improvements; designing new highways, bridges and reconstruction jobs; managing construction projects after contracts are awarded, and performing maintenance on all interstates, U.S. and Maryland numbered routes excluding those in Baltimore City and toll facility maintained highways. The state system includes approximately 6,000 centerline miles, (16,064 lane miles) of highways and 2,400 bridges, connecting all regions of the state.

The SHA Business Plan is available online at:

<http://www.marylandroads.com/aboutus/shabusinessetnl.pdf>. It includes the following mission, vision and values of SHA:

**SHA Mission:** Efficiently provide mobility for our customers through a safe, well-maintained and attractive Highway system that enhances Maryland's communities, economy and environment.

**SHA Vision:** "Providing our customers with a world class highway system"

**SHA Values:** SHA employees embrace values that complement our vision and mission. We value excellence in:

*Our People:* SHA employees are energetic, loyal, and supportive of one another. We encourage each other to reach our highest potential and are committed to gaining the skills, knowledge, and training to achieve our goals.

*Our Work:* As a team, we strive to know the needs of our internal and external customers. We fulfill commitments in a timely and accurate manner, using resources responsibly, and observing all legal, moral, and ethical standards.

*Our Relationships:* We value each other's opinions and ideas as well as those of our customers. We earn the respect and trust of our internal and external customers through fairness, honesty, integrity, and open communication. We accept responsibility and are accountable for our performance.

*Our Work Environment:* SHA provides a professional environment that is committed to putting the safety of its people and customers first. We strive to continually improve the workplace by rewarding accomplishments and encouraging employee involvement at all levels of the organization.

The State Highway Administration Headquarters is located at 707 North Calvert Street in Baltimore. The Administration has seven district offices, with at least one maintenance shop in every county. SHA's maintenance activities include bridge and pavement repairs, snow removal, mowing, and upkeep of signs, markings and lighting on all state highways.

SHA, in conjunction with the Maryland State Police, manages an intelligent transportation system called Coordinated Highways Action Response Team (CHART). The system uses closed-circuit television cameras, variable message signs, radar speed sensors, traveler advisory radio, emergency traffic patrols, pavement weather sensors and other computerized equipment all connected to Maryland's 24-hour

Statewide Operations Center (SOC) in Hanover, near Baltimore Washington International Airport. The SOC is located between SHA's Office of Traffic and Safety and SHA's Office of Maintenance. All traffic engineering systems and safety programs are coordinated through the Office of Traffic and Safety.

The Office of Materials and Technology, which maintains four regional laboratories, handles many of SHA's quality checks on materials used in construction. This group coordinates research and technology transfer and tests materials used in highway construction.

### **2.1.3 PROJECT BACKGROUND**

The SHA Office of Information Technology (OIT) has primary responsibility for a number of mission critical systems/activities within SHA. Most of these systems/activities are centrally hosted in a Server Room at SHA's Headquarters, located in Baltimore, Maryland. Currently, this server room houses over 100 production, test, training and development servers. There also is a small server room located at the Hanover Complex, hosting applications specific to the Office of Traffic and Safety. Since SHA has over forty facilities statewide, file/print services are hosted on servers located in SHA's seven District Offices and its Hanover Complex, in addition to the services provided from the Headquarters location. Most of the business systems are client/server systems, but the SHA is also dependent upon some legacy systems that are hosted on the MDOT Office of Transportation Technology Services' (OTTS) IBM mainframe located in Glen Burnie, Maryland.

A Disaster Recovery Plan (DRP) has been developed for the systems/activities for which OIT is responsible, and was last updated in the spring of 2006. A copy of this DRP will be made available to Master Contractors upon receipt of a signed Non-Disclosure Agreement (Attachment 10).

The SHA Office of CHART and ITSD (Intelligent Transportation Systems Development) have primary responsibility for operations and maintenance of the CHART ITS systems. These systems are mission critical to SHA's business services. CHART is made up of three primary systems. CHART servers, FMS servers, CHART Video Control servers and CHART clients make up the first system. Emergency Operations Reporting System (EORS), CHART/EORS Interactive Mapping, Scan Web, Polling Servers and Scan Database server make up the second system. CHART Internet Server, CHART-Map Server, Video Servers and Video Encoders make up the final system. The CHART Operating environment is a fully distributed, fault tolerant architecture with multiple servers. The CHART system is designed as a distributed object system utilizing the Common Object Request Broker Architecture (CORBA) as the base architecture. These servers reside at the SHA Hanover Complex, Maryland Transportation Authority (MdTA) facilities, and Prince Georges and Frederick Counties' Traffic Operations centers. Users and remote connections are made via the MDOT Enterprise Network. Field devices are connected to via a variety of telecommunications means from Plain old Telephone (POTS), ISDN, T1, and State owned fiber. Further details can be found at <http://www.chart.state.md.us/readingroom/readingroom.asp>

A Disaster Recovery Plan (DRP) and Continuity of Operations Plan (COOP) have been developed for the systems/activities for which CHART is responsible, and was last updated in 2006. A copy of the DRP and COOP will be made available to Master Contractors upon receipt of a signed Non-Disclosure Agreement (Attachment 10). These plans are not currently included within the SHA or MDOT DRP/COOP plans.

SHA is aware that even though OIT staff worked diligently to develop a comprehensive document, deficiencies still exist. Since the DRP was last reviewed and updated, MDOT has migrated to a new email system. This new system is a centralized implementation, removing any support responsibilities from SHA. Other changes, such as new applications coming online, have taken place over the past eighteen months which also are not addressed in the current version of the DRP. Also, even though SHA OIT has entered into verbal discussions with their counterparts at other SHA and/or MDOT facilities regarding relocating equipment and/or staff, OIT does not have in place a Memorandum of Understanding (MOU) documenting the agreements. Lastly, due to staff limitations, OIT has not conducted a "table top exercise" to assess the condition of SHA's DRP.

While SHA has a centralized IT presence in the OIT, various Offices throughout SHA also have some IT staff and consulting contracts available to them. These Offices may have some applications that are critical to their business processes. However, if a DRP has been developed for those applications, it has not been included in OIT's DRP to ensure that the needs of that specific Office will be adequately addressed should a disaster occur.

Following the 9/11 attacks, SHA, like all other government agencies, developed a Continuity of Operations Plan (COOP) that addresses how each business area within SHA would continue their mission critical activities should a disaster make their primary facility unusable. Within the COOP, the business areas have identified major IT systems upon which they depend, and their expectations for recovery of those systems. The OIT has reviewed the COOP and determined that there are no inconsistencies between the Offices' expectations and the OIT DRP recovery time objectives. However, in reviewing the COOP, the OIT has noted that there are assumptions that key staff would telework, without any documentation indicating that those key employees currently have teleworking capabilities. There also are statements that certain staff may relocate to other SHA and/or State of Maryland facilities, with no MOU indicating that the recipient facility can and will support this action. The OIT is particularly concerned about the IT needs that accompany staff relocating to another facility.

## **2.2 TECHNICAL REQUIREMENTS**

All work must adhere to the policies, guidelines and methodologies detailed in Section 2.2.4. Task assignments may require the TO Contractor to meet with all levels of employees (front-line worker, team leader, middle manager, senior manager, etc.) within the SHA business areas in the course of conducting a business impact analysis. Therefore, the proposed resources must possess excellent verbal and written communication skills. The OIT values a team approach to project work efforts; the proposed resources for each assignment must possess good people skills and be skilled in facilitating project team interactions.

### **2.2.1 PROJECT APPROACH**

The TO Contractor shall perform the following tasks and subtasks.

#### **2.2.1.1 Project Initiation**

- a) Project Kick-off Meeting: Conduct a project kick-off meeting with key OIT staff. Generate meeting minutes within five (5) working days.
- b) Project Management Plan: Based upon discussions at Project Kick-off Meeting, generate an updated Project Management Plan.

#### **2.2.1.2 Review and update the SHA Information Disaster Recovery Plan (DRP)**

- a) Assessment: Assess the DRP for its approach and overall contents. Provide recommendations for addition information to include, scenarios to address, etc. Upon approval of the TO Manager, revise the DRP to include these recommendations. Revising the DRP will include all information gathering and content development.
- b) Business Impact Analysis (BIA): Confirm/update the Business Impact Analyses previously performed for the thirteen (13) mission critical systems/activities identified in the current DRP. A sample BIA will be made available to Master Contractors upon receipt of a signed Non-Disclosure Agreement (Attachment 10). Conduct a Business Impact Analysis for each of the following additional applications/systems, some of which are SHA-wide and some of which are hosted/maintained by individual business units within SHA:
  - o CHART applications, including EORS (Emergency Operations Reporting System)
  - o CTS (Consultant Tracking System)
  - o LMS (Learning Management System)

- Maryland Property View
  - Office of Construction MCMS Navigator
  - Office of Highway Development (OHD) Enterprise Invitation for Bids
  - OHD Highway Cost Estimating Program
  - Office of Planning & Preliminary Engineering (OPPE) Arcview GIS System
  - OPPE Automated Traffic Monitoring System (ATMS)
  - OPPE GIS DataViewer
  - OPPE Highway Performance Management System (HPMS)
  - Office of Traffic & Safety (OOTS) applications located on OOTS-maintained servers HANAPPL, HANCADD, HANORAPRD1 and/or HANWEB:
    - OOTS 24-1
    - OOTS Accident Data Compiler
    - OOTS Crash Profiles
    - OOTS Econolite Aries
    - OOTS Fatal Crash Trends
    - OOTS MAARS
    - OOTS MD DOT Number Program
    - OOTS Microstation File Access Program
    - OOTS Signtool
    - OOTS TEDD Office
  - OREMS
  - PRISM
  - Project Life Cycle
  - ProjectWise©
  - Summation
  - Time Entry System (aka mTrack©)
  - VisiData
- c) Infrastructure: Update hardware and network infrastructure descriptions within the DRP.
- d) Recovery Plans: Update recovery plans for the thirteen previously identified mission critical systems/activities, and for the CHART applications for which recovery plans exist. Develop recovery plans for the additional applications/systems listed above. Recovery plans shall be reviewed / updated / developed within the context of the specific outage scenarios identified within the DRP.
- e) Updated DRP (Draft): Generate a draft version of an updated DRP to include at a minimum all of the above items.
- f) DRP Update Procedures: Develop a procedure for OIT staff, as well as other IT staff throughout SHA, to follow when deploying a new system which will (1) ensure the system has been properly identified and assessed for inclusion in the DRP and (2) include the appropriate updates to the DRP for that system.

### **2.2.1.3 Review the SHA COOP**

- a) IT Dependencies: Review the SHA COOP, identifying dependencies upon OIT-provided technology services and identifying information technology-related issues. Review the current CHART COOP, identifying dependencies upon MDOT OTTS-provided technology services and identifying information technology-related issues.
- b) IT Recommendations: Provide recommendations specific to information technology-related issues. The recommendations shall include suggestions for improving the COOP, preparatory actions for the business area, preparatory actions for OIT and/or additional items to address within the DRP. Prioritize the recommendations as P-1 (critical), P-2 (important) or P-3 (nice to have).

### **2.2.1.4 Conduct “table top exercises”**

- a) Table Top Exercises: Conduct “table top exercises” for the following scenarios: (1) Entire Headquarters Complex is damaged; (2) Server Room at Headquarters is damaged; (3) Hanover Complex is damaged. Conduct “table top exercises” for CHART systems disaster recovery for Scenario 3 listed above. SHA OIT expects the “table top exercise” to be consistent with the Disaster Recovery Journal definition of “One method of exercising plans in which participants review and discuss the actions they would take without actually performing the actions. Representatives of a single team, or multiple teams, may participate in the exercise typically under the guidance of exercise facilitators.”
- b) Lessons Learned: Generate a report of lessons learned. Provide recommendations, prioritized as P-1 (critical), P-2 (important) or P-3 (nice to have).

### **2.2.1.5 Revised DRP and additional recommendations for improvements**

- a. Final DRP: Based upon the outcomes of the “table top exercises” and review of the COOP, revise the DRP, generating a “Final” DRP.
- b. Recommended Improvements: Develop a list of improvements that would enable SHA OIT to be better prepared for various disaster scenarios. Improvements shall include additional infrastructure items, such as redundant hardware and/or connectivity; contingency contracts for services; hot or cold back-up sites, etc. Recommendations shall be in the form of action plans, indicating the responsible person/area, the estimated level of effort and/or cost and the timeframe(s) to accomplish the improvements, and shall be prioritized as P-1 (critical), P-2 (important) or P-3 (nice to have).

### **2.2.1.6 (Optional) Conduct an annual assessment and update of the DRP**

- a) Table Top Exercise: As requested by the TO Manager, conduct a “table top exercise” to review the DRP, for at least one of the three scenarios identified in 2.2.1.4 a) above. Conducting the “table top exercise” may be an annual event and will be scheduled by the TO Manager.
- b) Lessons Learned: Generate a report of lessons learned. Provide recommendations, prioritized as P-1 (critical), P-2 (important) or P-3 (nice to have).
- c) Updated DRP: As tasked by the TO Manager, update the DRP based upon lessons learned.

## **2.2.2 DELIVERABLES**

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with Microsoft Office 2000, Microsoft Project 2000 and/or Visio 2000.

Drafts of all final deliverables are required at least two weeks in advance of when all final deliverables are due. Written deliverables defined as draft documents must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but must:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the Section of the deliverable being discussed.
- E) Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (Attachment 8). The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 9). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.5 Invoicing).

When presented for acceptance, a written deliverable defined as a final document must satisfy the scope and requirements of this TORFP for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and must:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the Section of the deliverable being discussed.

The State required deliverables are defined below. Within each task, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of the project.

### **2.2.3 DELIVERABLE/ DELIVERY SCHEDULE**

<b>ID</b>	<b>Deliverables for 2.2.3</b>	<b>Expected Completion:</b>
2.2.1.1	Kick-off meeting	NTP + 14 Calendar Days
2.2.1.1	Project Management Plan	SHA OIT desires the shortest duration possible.
2.2.1.2	Recommendations for Additions to the DRP	Therefore, the Master Contractor should
2.2.1.2	Business Impact Analyses	propose the Expected Completion schedule
2.2.1.2	Recovery Plans	for all deliverables for ID 2.2.1.1 through
2.2.1.2	Updated Disaster Recovery Plan (Draft)	2.2.1.5 (with the exception of the Kick-off
2.2.1.2	DRP Update Procedures	Meeting which must take place within
2.2.1.3	COOP Recommendations Report	14 calendar days of NTP).
2.2.1.4	Lessons Learned Report	
2.2.1.5	Final Disaster Recovery Plan	
2.2.1.5	Recommendations for Improvements Report	
2.2.1.6	Annual Assessment & Update (Optional)	end of base period + 364 Calendar Days

## **2.2.4 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES**

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. These may include, but are not limited to:

- A) The State's System Development Life Cycle (SDLC) methodology at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: SDLC.
- B) The State Information Technology Security Policy and Standards at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: Security Policy.
- C) The State Information Technology Project Oversight at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: IT Project Oversight.
- D) The State of Maryland Enterprise Architecture at [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: MTAF Guiding Principles.
- E) The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge Guide. TO Contractor's staff and subcontractors are to follow a consistent methodology for all TO activities.

## **2.3 CONTRACTOR EXPERTISE REQUIRED**

The TO Contractor must demonstrate a level of expertise in conducting contingency planning and disaster recovery planning. The team proposed by the TO Contractor collectively should demonstrate experience in the following areas:

- Conducting Business Impact Analyses
- Developing Information Technology Disaster Recovery Plans for distributed processing environments (i.e., based upon multiple servers which reside in multiple facilities, servicing end-users in multiple geographic locations) for an organization that is similar to SHA in its size and complexity.
- Supporting and configuring Windows Server 2000 and 2003 environments
- Supporting and configuring Oracle-based and MS-SQL Server-based client/server and web-based systems
- Supporting and configuring of Common Object Request Broker Architecture (CORBA)
- Conducting "table top exercises" of DRPs

## **2.4 CONTRACTOR MINIMUM QUALIFICATIONS**

The following minimum qualifications are mandatory. The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The TO Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services.

## **2.5 INVOICING**

Payment will only be made upon completion and acceptance of the deliverables as defined in 2.2.2.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS Master Contract. Invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 9, is not submitted.

The TO Contractor shall submit invoices for payment upon acceptance of separately priced deliverables, on or before the 15<sup>th</sup> day of the month following receipt of the approved notice(s) of acceptance from the TO Manager. A copy of the notice(s) of acceptance shall accompany all invoices submitted for payment.

### **2.5.1 INVOICE SUBMISSION PROCEDURE**

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the State Highway Administration as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – Attachment 9, for each deliverable being invoiced) submitted for payment to the Maryland Department of Transportation (MDOT) State Highway Administration (SHA) at the following address:

Frank Vasilios  
State Highway Administration – MS C-605  
P.O. Box 717  
Baltimore, MD 21202-0717

- C) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

### **2.6 REPORTING**

The TO Contractor and the Maryland Department of Transportation (MDOT) State Highway Administration (SHA) shall conduct bi-weekly progress meetings. A bi-weekly project progress report shall be submitted two (2) full business days in advance prior to the discussion to the TO Manager and shall contain, at a minimum, the following information:

- TO Title, reporting period and “Progress Report” to be included in the e-mail subject line.
- Work accomplished during the two-week period.
- Deliverable progress, as a percentage of completion.
- Problem areas, including scope creep or deviation from the work plan.
- Planned activities for the next reporting period.
- Gantt chart updated from the original to show actual progress; as applicable, explanations for variances and plan for completion on schedule.
- An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date.

### **2.7 CHANGE ORDERS**

If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, the TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor’s proposed rates in the Master Contract and scope of the work change. No scope of work modifications shall be performed until a change order is executed by the TO Procurement Officer.

## **SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS**

### **3.1 REQUIRED RESPONSE**

Each Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal or 2) a completed Master Contractor Feedback form via the CATS web site.

### **3.2 FORMAT**

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS TORFP. A TO Proposal shall provide the following:

#### **3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE**

##### **A) Proposed Services – Work Plan**

- 1) Requirements: A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
- 2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.
- 3) Risk Assessment: An assessment of any risks inherent in the work requirements and actions to mitigate these risks.
- 4) Proposed Solution: A description of the Master Contractor's proposed solution to accomplish the specified work requirements.
- 5) Proposed Tools: A description of all proposed tools that will be used to facilitate the work.
- 6) Tasks and Deliverables: A description of and the schedule for each task and deliverable, illustrated by a Gantt chart. Start and completion dates for each task, milestone, and deliverable shall be indicated. The Gantt chart will form the baseline for task order monitoring, and will be updated bi-weekly as part of progress reporting (see Section 2.6).
- 7) Work Breakdown Structure: A detailed work breakdown structure and staffing schedule, with labor hours by skill category that will be applied to meet each milestone and deliverable, and to accomplish all specified work requirements.
- 8) Acceptance Criteria: A statement acknowledging the Master Contractor's understanding of the acceptance criteria.

##### **B) Proposed Personnel**

- 1) Identify and provide resumes for all proposed personnel by labor category.
- 2) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.
- 3) Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary.

##### **C) MBE Participation**

- 1) Submit completed MBE documents Attachment 2 - Forms D-1 and D-2.

##### **D) Subcontractors**

- 1) Identify all proposed subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.

E) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of projects that you have completed that were similar in scope to the one defined in this TORFP Scope of Work. Each of the three examples must include a reference complete with the following:
  - A) Name of organization.
  - B) Name, title, and telephone number of point-of-contact for the reference.
  - C) Type, and duration of contract(s) supporting the reference.
  - D) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
  - E) Whether the Master Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization.
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
  - A) The State contracting entity,
  - B) A brief description of the services/goods provided,
  - C) The dollar value of the contract,
  - D) The term of the contract,
  - E) Whether the contract was terminated prior to the specified original contract termination date,
  - F) Whether any available renewal option was not exercised,
  - G) The State employee contact person (name, title, telephone number and e-mail address).

This information will be considered as part of the experience and past performance evaluation criteria in the TORFP.

F) Proposed Facility

- 1) Identify Master Contractor's facilities, including address, from which any work will be performed.

G) State Assistance

- 1) Provide an estimate of expectation concerning participation by State personnel.

H) Confidentiality

- 1) A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

### **3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE**

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based;
- B) Attachment 1 - Completed Financial Proposal.

## **SECTION 4 - PROCEDURE FOR AWARDING A TASK ORDER AGREEMENT**

### **4.1 EVALUATION CRITERIA**

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS TORFP. In making the TO Agreement award determination, the Maryland Department of Transportation (MDOT) State Highway Administration (SHA) will consider all information submitted in accordance with Section 3.

### **4.2 TECHNICAL CRITERIA**

The following are technical criteria for evaluating a TO Proposal in descending order of importance.

- The qualifications and experience of the Master Contractor's proposed personnel performing the duties and responsibilities required in Section 2.2.
- The Master Contractor's documented understanding of the work to be accomplished.
- The Master Contractor's proposed schedule for completing the work defined in Section 2.2.
- Satisfactory past performance on engagements provided as reference accounts in the Technical Proposal or other engagements not provided in the Technical Proposal but known to the State, especially previous task orders.

### **4.3 SELECTION PROCEDURES**

- A) TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- B) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- C) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit has greater weight than price.

### **4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT**

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, Purchase Order and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed (sample).

## ATTACHMENT 1 – PRICE PROPOSAL

### PRICE PROPOSAL FOR CATS TORFP # J02P7200006

Identification	Deliverable	Proposed Price
2.2.1.1	Kick-off Meeting	
2.2.1.1	Project Management Plan	
2.2.1.2	Recommendations for Additions to the DRP	
2.2.1.2	Business Impact Analyses	
2.2.1.2	Recovery Plans	
2.2.1.2	Updated Disaster Recovery Plan (Draft)	
2.2.1.2	DRP Update Procedures	
2.2.1.3	COOP Recommendations Report	
2.2.1.4	Lessons Learned Report	
2.2.1.5	Final Disaster Recovery Plan	
2.2.1.5	Recommendations for Improvements Report	
<b>Total Proposed Fixed Price</b>		
2.2.1.6	Annual “Table Top Exercise,” Lessons Learned Report and Updated DRP (Optional):	Not to exceed 1000 total labor hours per year:
<b>Labor Categories</b>		
	<b>Hourly Labor Rate</b>	<b>Total Class Hours Annually</b>
		<b>Total Proposed CATS TORFP Price</b>
<b>Option Year 1:</b>		
{Insert proposed Labor Categories for Task 2.2.1.6}		
		<b>Total Cost, Option Year 1:</b>
<b>Option Year 2:</b>		
{Insert proposed Labor Categories for Task 2.2.1.6}		
		<b>Total Cost, Option Year 2:</b>
<b>Option Year 3:</b>		
{Insert proposed Labor Categories for Task 2.2.1.6}		
		<b>Total Cost, Option Year 3:</b>
		<b>Total Cost for three (3) Option Years:</b>

		<b>Total Task Order Value (Sum of Total Costs Including Optional Years)</b>	
<div> <div>Authorized Individual Name</div> <div>Company Name</div> <div>Title</div> <div>Company Tax ID #</div> </div>			

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**  
**TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING**  
**REQUIREMENTS**

**CATS TORFP # J02P6200035**

These instructions are meant to accompany the customized reporting forms sent to you by the TO Manager. If, after reading these instructions, you have additional questions or need further clarification, please contact the TO Manager immediately.

1. As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
2. The TO Contractor must complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15<sup>th</sup> of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15<sup>th</sup> of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.
3. The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form D-6. The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.
4. It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15<sup>th</sup> of each month, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

## ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

### FORM D – 1

#### CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

**This document shall be included with the submittal of the Offeror's TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the Offeror's TO Proposal is not reasonably susceptible of being selected for award.**

In conjunction with the offer submitted in response to TORFP No. J02P6200035, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of [ ] percent and, if specified in the TORFP, sub-goals of [ ] percent for MBEs classified as African American-owned and [ ] percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude that I am unable to achieve it. Instead, I intend to achieve an MBE goal of [ ] percent and request a waiver of the remainder of the goal. If I am selected as the apparent TO Agreement awardee, I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.

2. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment 2 - Form D-2) with the proposal.
3. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.
4. I understand that if I am notified that I am the apparent TO Agreement awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
  - (a) Outreach Efforts Compliance Statement (Attachment D-3)
  - (b) Subcontractor Project Participation Statement (Attachment D-4)
  - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
  - (d) Any other documentation required by the TO Procurement Officer to ascertain offeror's responsibility in connection with the certified MBE participation goal.

If I am the apparent TO Agreement awardee, I acknowledge that if I fail to return each completed document within the required time, the TO Procurement Officer may determine that I am not responsible and therefore not eligible for TO Agreement award. If the TO Agreement has already been awarded, the award is voidable.

5. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

\_\_\_\_\_  
Offeror Name

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE

## ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

### FORM D – 2

#### MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE

This document shall be included with the submittal of the TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the TO Proposal is not reasonably susceptible of being selected for award.

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number J02P6200035	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

**USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED**

#### SUMMARY

<b>TOTAL MBE PARTICIPATION:</b>	<u>          </u> %
<b>TOTAL WOMAN-OWNED MBE PARTICIPATION:</b>	<u>          </u> %
<b>TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:</b>	<u>          </u> %

Document Prepared By: (please print or type)

Name: \_\_\_\_\_ Title: \_\_\_\_\_

SUBMIT AS A .PDF FILE WITH TO RESPONSE

## ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

### FORM D – 2

#### MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE (CONTINUED)

List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

SUBMIT AS A .PDF FILE WITH TO RESPONSE

## ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

### FORM D – 3

#### OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the bid or offer submitted in response to TORFP # J02P7200006, I state the following:

1. Offeror identified opportunities to subcontract in these specific work categories:
2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.
3. Offeror made the following attempts to contact personally the solicited MBEs:

4. ☐ Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.

(DESCRIBE EFFORTS)

☐ This project does not involve bonding requirements.

5. ☐ Offeror did/did not attend the pre-proposal conference

☐ No pre-proposal conference was held.

_____	By: _____
Offeror Name	Name
_____	_____
Address	Title
	_____
	Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

## ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

### FORM D – 4

#### SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE

Provided that \_\_\_\_\_ is awarded the TO Agreement in  
(Prime TO Contractor Name)

conjunction with TORFP No. J02P7200006, it and \_\_\_\_\_,  
(Subcontractor Name)

MDOT Certification No. \_\_\_\_\_, intend to enter into a contract by which the subcontractor shall:

(Describe work to be performed by MBE):

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- ☐ No bonds are required of Subcontractor
- ☐ The following amount and type of bonds are required of Subcontractor:

By:

By:

\_\_\_\_\_  
Prime Contractor Signature

\_\_\_\_\_  
Subcontractor Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

# ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

## FORM D – 5

### MINORITY BUSINESS ENTERPRISE PARTICIPATION TO CONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____	CATS TORFP #J02P7200006
Reporting Period (Month/Year): _____	Contracting Unit _____
<b>Report is due by the 15<sup>th</sup> of the following month.</b>	Contract Amount _____
	MBE Sub Contract Amt _____
	Contract Begin Date _____
	Contract End Date _____
	Services Provided _____

Prime TO Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
<b>List all unpaid invoices over 30 days old received from the MBE subcontractor named above:</b>			
1.			
2.			
3.			
<b>Total Dollars Unpaid: \$</b> _____			

**\*\*If more than one MBE subcontractor is used for this contract, please use separate forms.**

**Return one copy of this form to the following address:**

Frank Vasilios Office of Information Technology State Highway Administration P.O. Box 717, MS C-605 Baltimore, MD 21203-0717 Email: <a href="mailto:SHAMBEreport@sha.state.md.us">SHAMBEreport@sha.state.md.us</a>	Monica Sabree, Data Analyst Office of Equal Opportunity State Highway Administration P.O. Box 717, MS C-406 Baltimore, MD 21203-0717 Email: <a href="mailto:msabree@sha.state.md.us">msabree@sha.state.md.us</a>
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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

# ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

## FORM D – 6

### MINORITY BUSINESS ENTERPRISE PARTICIPATION SUBCONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____	CATS TORFP #J02P7200006	
Reporting Period (Month/Year): ____/____	Contracting Unit _____	
<b>Report Due By the 15<sup>th</sup> of the following Month.</b>	Contract Amount _____	
	MBE Sub Contract Amt _____	
	Contract Begin Date _____	
	Contract End Date _____	
Services Provided _____		
MBE Subcontractor Name: _____		
MDOT Certification #: _____		
Contact Person: _____		
Address: _____		
City: _____	State: _____	ZIP: _____
Phone: _____	FAX: _____	
Subcontractor Services Provided: _____		
<b>List all payments received from Prime TO Contractor during reporting period indicated above.</b>  1. _____ 2. _____ 3. _____  <b>Total Dollars Paid: \$</b> _____	<b>List dates and amounts of any unpaid invoices over 30 days old.</b>  1. _____ 2. _____ 3. _____  <b>Total Dollars Unpaid: \$</b> _____	
Prime TO Contractor: _____ Contact Person: _____		

**Return one copy of this form to the following address:**

Frank Vasilios Office of Information Technology State Highway Administration P.O. Box 717, MS C-605 Baltimore, MD 21203-0717 Email: <a href="mailto:SHAMBEreport@sha.state.md.us">SHAMBEreport@sha.state.md.us</a>	Monica Sabree, Data Analyst Office of Equal Opportunity State Highway Administration P.O. Box 717, MS C-406 Baltimore, MD 21203-0717 Email: <a href="mailto:msabree@sha.state.md.us">msabree@sha.state.md.us</a>
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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

Attachment 2 - SHA FORM 14.0-OEO

STATE HIGHWAY ADMINISTRATION OF MARYLAND  
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION REPORT  
QUARTERLY REPORTING PERIOD \_\_\_\_\_

SHA/FAP CONTRACT NUMBER & TOTAL DOLLAR AMOUNT OF CONTRACT	% OF PROJECT COMPLETION	NAME OF DBE/MBE	ITEMS OF WORK & SERVICES PERFORMED	DBE/MBE % OF COMPLETION	SUBMITTED ON THE AAP YES/NO	PROPOSED DOLLAR AMOUNT OF WORK TO BE PERFORMED BY DBE/MBEs	TOTAL DOLLARS PAID THIS PERIOD	TOTAL DOLLARS PAID TO DATE	HAVE ALL PAYMENTS TO THE DBE/MBEs BEEN COMPLETED?	IF DBE/MBE DID NOT ACHIEVE ITS PROPOSED DOLLAR AMOUNT, GIVE REASON WHY
DATE OF SUBMITTAL_____ PREPARED BY_____ NAME OF FIRM_____ TELEPHONE NO._____										

## INSTRUCTIONS FOR PREPARING THE REPORT

1. This report is to be sent to the Director of the Office of Equal Opportunity on a quarterly basis.
2. The report covering the period of January through March is to be received by April 15<sup>th</sup>.  
The report covering the period of April through June is to be received by July 15<sup>th</sup>.  
The report covering the period of July through September is to be received by October 15<sup>th</sup>.  
The report covering the period of October through December is to be received by January 15<sup>th</sup>.
3. If you have more than one project, you must fill out one DBE/MBE Participation Report per project.
4. **SHA/FAP CONTRACT NUMBER AND TOTAL DOLLAR AMOUNT OF CONTRACT:**  
Note the State Highway Administration (SHA) contract number; and, if applicable, not the Federal-Aid Project (FAP) number. Also include the total dollar amount of the contract as submitted on the Affirmative Action Plan. (Schedule for Participation of Disadvantaged Business Enterprises).
5. **% of PROJECT COMPLETION:** Self-explanatory
6. **Name of DBE/MBE:**  
List each Disadvantaged/Minority firm named in the Affirmative Action Plan, regardless of whether or not the firm participated on or in the project during the quarter; and, if applicable, include any certified Disadvantaged/minority firm participating on or in the project which was not submitted on the Affirmative Action Plan.
7. **ITEMS OF WORK AND SERVICES PERFORMED:** List the items/services for each firm as submitted in the Affirmative Action Plan.
8. **DBE/MBE % OF COMPLETION:** Indicate the total % of completion of work on the project by the DBE/MBE firm.
9. **SUBMITTED ON THE AAP YES/NO:** If the firm was listed on the Affirmative Action Plan, not the appropriate response.
10. **PROPOSED DOLLAR AMOUNT OF WORK TO BE PERFORMED BY DBE/MBEs:**  
List the proposed dollar amount submitted on the Affirmative Action Plan.

11. **TOTAL DOLLARS PAID THIS PERIOD:** Only report the amount of monies which reflect payments made to the DBE/MBE firms during the quarter based on returned cancelled checks on file at the time the report is being prepared.
12. **TOTAL DOLLARS PAID TO DATE:** Self-explanatory
13. **HAVE ALL PAYMENTS TO THE DBE/MBEs BEEN COMPLETED? YES/NO** If all final payments have been made (including retainage out of the "Proposed Dollar Amount," not the appropriate response. (Note: THIS REPORT WILL CONTINUE TO BE REQUESTED UNTIL A "YES" IS NOTED FOR ALL MINORITY OR DISADVANTAGED FIRMS WHO PARTICIPATED ON A PARTICULAR PROJECT)
14. **IF DBE/MBE DID NOT ACHIEVE ITS PROPOSED DOLLAR AMOUNT, GIVE REASON WHY: (IF APPLICABLE)** If the firm has completed all work on the project and the amount listed in the "Total Dollars Paid To Date" column is less than the amount listed in the "Proposed Dollar Amount of Work" column, provide a reason explaining the difference in dollars.

## ATTACHMENT 3 – TASK ORDER AGREEMENT

### CATS TORFP# J02P7200006 OF MASTER CONTRACT #050R5800338

This Task Order Agreement (“TO Agreement”) is made this day of Month, 200X by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, Maryland Department of Transportation (MDOT) State Highway Administration (SHA).

IN CONSIDERATION of the mutual premises and the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
  - a. “Agency” means the Maryland Department of Transportation (MDOT) State Highway Administration (SHA), as identified in the CATS TORFP # J02P7200006.
  - b. “CATS TORFP” means the Task Order Request for Proposals # J02P7200006, dated MONTH DAY, YEAR, including any addenda.
  - c. “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and TO Contractor dated December 19, 2005.
  - d. “TO Procurement Officer” means TO Procurement Officer. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
  - e. “TO Agreement” means this signed TO Agreement between the Maryland Department of Transportation (MDOT) State Highway Administration (SHA) and TO Contractor.
  - f. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_ and whose principal office in Maryland is \_\_\_\_\_.
  - g. “TO Manager” means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated November 29, 2006 – Technical.
  - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated November 29, 2006 - Financial.
  - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
  - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
  - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
    - a. The TO Agreement,
    - b. Exhibit A – CATS TORFP

- c. Exhibit B – TO Proposal-Technical
- d. Exhibit C – TO Proposal-Financial

2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this Section. Except as otherwise provided in this TO Agreement, if any change under this Section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this Section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this Section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this Section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.

### 3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of **insert time for performance**, commencing on the date of Notice to Proceed and terminating on **Month Day, Year**.

### 4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS TORFP and shall not exceed **\$total amount of task order**. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is **Federal ID number**. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

IN WITNESS THEREOF, the parties have executed this TO Agreement as of the date hereinabove set forth.

**TO Contractor Name**

\_\_\_\_\_  
By: Type or Print TO Contractor POC

\_\_\_\_\_  
Date

Witness: \_\_\_\_\_

STATE OF MARYLAND, Department of Transportation (MDOT) State Highway Administration (SHA)

\_\_\_\_\_  
By: Melissa Barnes, TO Procurement Officer

\_\_\_\_\_  
Date

Witness: \_\_\_\_\_

## ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

- A) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C) The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):
- E) The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: \_\_\_\_\_ By: \_\_\_\_\_

(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO RESPONSE

## **ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY**

### **INSTRUCTIONS:**

5. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.
6. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS TORFP process.
7. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.

For example: If you propose John Smith, who is your subcontractor, and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as three months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement; in this case, three months.

8. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
9. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.
10. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

## ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (CONTINUED)

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
<b>LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)</b>	
<b>Education:</b> (Insert the education description from the CATS RFP from Section 2.12 for the applicable labor category.)	
<b>Experience:</b> (Insert the experience description from the CATS RFP from Section 2.12 for the applicable labor category.)	
<b>Duties:</b> (Insert the duties description from the CATS RFP from Section 2.12 for the applicable labor category.)	
<b>Additional Minimum Qualifications:</b>  TO Contractor personnel collectively must demonstrate experience in the following: <ul style="list-style-type: none"> <li>• Conducting Business Impact Analyses</li> <li>• Developing Disaster Recovery Plans for distributed processing environments (i.e., based upon multiple servers which could reside in multiple facilities, servicing end-users in multiple geographic locations) for an organization that is similar to SHA in its size and complexity</li> <li>• Supporting and configuring Windows Server 2003 environments.</li> <li>• Supporting and configuring Oracle-based client/server and web-based systems.</li> <li>• Conducting “table top exercises” of DRPs.</li> </ul>	(Must include dates from and to, and must specify a response for each item. If the proposed personnel does not meet the requirement or have the specified experience, you must specify the word “NONE” across from the description. All items must be addressed with a response or the word “NONE”.)

The information provided on this form for this labor class is true and correct to the best of my knowledge:

**Contractor’s Contract Administrator:**

_____	_____
Signature	Date

**Proposed Individual:**

_____	_____
Signature	Date

SUBMIT AS A .PDF FILE WITH TECHNICAL RESPONSE

## **ATTACHMENT 6 – DIRECTIONS**

### **TO THE PRE-TO PROPOSAL CONFERENCE**

Driving directions for MDOT Headquarters

7201 Corporate Center Dr.

Hanover, Md. 21076

Harry Hughes Conference Room

Due to Space Limitations and the potential for a large number of vendors attending, please limit attendance to one (1) person from each prime interested in submitting a proposal.

#### **FROM THE SOUTH**

From I-97 take MD 100 West to MD 170 North. Take MD 170 North to Old Stoney Run (this is an overpass which crosses over MD 170). Make a left at the top of the ramp and cross over MD 170. Follow to the stop sign. Make a right at stop sign and approximately 1,000 feet bear left onto Corporate Center Drive.

From I-95 or BW Parkway take MD 100 East to MD 170 North. Take MD 170 North to Old Stoney Run (this is an overpass that cross over MD 170). Make a left at the top of ramp and cross over MD 170. Follow to stop sign. Make a right at stop sign and approximately 1,000 feet bear left onto Corporate Center Drive.

#### **FROM THE NORTH**

From I-95 or BW Parkway take I-195 to MD 170 South. Take MD 170 South to Old Stoney Run (this is an overpass that crosses over MD 170 and a left hand turn from MD 170). Make a left at the top of the ramp and cross over MD 170. Follow to stop sign. Make a right at stop sign and approximately 1,000 feet bear left onto Corporate Center Drive.

## ATTACHMENT 7 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS Task Order Agreement #J02P7200006

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Mark Habighurst of the Maryland Department of Transportation (MDOT) State Highway Administration (SHA) will serve as your contact person on this Task Order. Mark Habighurst can be reached at 410.545.8655 or mhabighurst@sha.state.md.us.

Enclosed is an original, fully executed Task Order Agreement and purchase order.

Sincerely,

Melissa S. Barnes

Task Order Procurement Officer

Enclosures (2)

cc: Mark Habighurst

Procurement Liaison Office, Office of Information Technology, DBM

Project Management Office, Office of Information Technology, DBM

## ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: Disaster Recovery Plan Assessment & Update

TO Agreement Number: #J02P7200006

Title of Deliverable: \_\_\_\_\_

TORFP Reference Section # \_\_\_\_\_

Deliverable Reference ID # \_\_\_\_\_

Name of TO Manager: Mark Habighurst, Chief - Network Management Section

\_\_\_\_\_  
TO Manager Signature

\_\_\_\_\_  
Date Signed

Name of TO Contractor's Project Manager: \_\_\_\_\_

\_\_\_\_\_  
TO Contractor's Project Manager Signature

\_\_\_\_\_  
Date Signed

SUBMIT AS REQUIRED IN SECTION 2.2.2 OF THE TORFP.

## ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Maryland Department of Transportation (MDOT) State Highway Administration (SHA)

TORFP Title: Disaster Recovery Plan Assessment & Update

TO Manager: Mark Habighurst, 410.545.8655

**To:**

The following deliverable, as required by TO Agreement #J02P7200006, has been received and reviewed in accordance with the TORFP.

Title of deliverable: \_\_\_\_\_

TORFP Contract Reference Number: Section # \_\_\_\_\_

Deliverable Reference ID # \_\_\_\_\_

This deliverable:

☐ Is accepted as delivered.

☐ Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

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TO Manager Signature

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Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.2.2 OF THE TORFP.

## ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_ 200\_, by and between \_\_\_\_\_ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as " the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP #J02P7200006 for Disaster Recovery Plan Assessment & Update. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to \_\_\_\_\_. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.7 of the TORFP, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Melissa Barnes, Maryland Department of Transportation (MDOT) State Highway Administration (SHA) on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: \_\_\_\_\_ BY: \_\_\_\_\_  
NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

## ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

**THIS NON-DISCLOSURE AGREEMENT** (“Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between the State of Maryland ("the State"), acting by and through its Maryland Department of Transportation (MDOT) State Highway Administration (SHA) (the “Department”), and \_\_\_\_\_ (“TO Contractor”), a corporation with its principal business office located at \_\_\_\_\_ and its principal office in Maryland located at \_\_\_\_\_.

### RECITALS

**WHEREAS**, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for Disaster Recovery Plan Assessment & Update TORFP No. J02P7200006 dated **release date for TORFP**, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; and

**WHEREAS**, in order for the TO Contractor to perform the work required under the TO Agreement, it will be necessary for the State to provide the TO Contractor and the TO Contractor’s employees and agents (collectively the “TO Contractor’s Personnel”) with access to certain confidential information regarding \_\_\_\_\_ (the “Confidential Information”).

**NOW, THEREFORE**, in consideration of being given access to the Confidential Information in connection with the TORFP and the TO Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor’s Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor’s performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor’s Personnel or the TO Contractor’s former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
7. A breach of this Agreement by the TO Contractor or by the TO Contractor’s Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.

8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
  - a. This Agreement shall be governed by the laws of the State of Maryland;
  - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
  - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
  - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
  - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
  - f. The Recitals are not merely prefatory but are an integral part hereof.

**TO Contractor/TO Contractor's Personnel:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**MDOT State Highway Administration**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

**EXHIBIT A**

**TO CONTRACTOR'S EMPLOYEES AND AGENTS WHO WILL BE GIVEN  
ACCESS TO THE CONFIDENTIAL INFORMATION**

Printed Name and Address  
of Employee or Agent

Signature

Date

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